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# CONTRACT

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STATE OF DELAWARE  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
P.O. Box 818  
DOVER, DELAWARE 19903

**CONTRACT NUMBER: SHS-11-012-InBldgComeE**  
**Title: In-Building Communications Enhancement**

**THIS AGREEMENT**, made and executed in triplicate, shall be effective this 19th day of, October 2012.

**BY AND BETWEEN** Alcatel-Lucent USA Inc.  
(hereinafter designated as "Contractor"), party of the first part, and the Department of Safety and Homeland Security, created under the laws of the State of Delaware (hereinafter designated as Department of Safety and Homeland Security), party of the second part.

**WITNESSETH** that the "Contractor" in consideration of the covenants and agreements herein contained and made by Department of Safety and Homeland Security, agrees with said Department of Safety and Homeland Security as follows:

**ARTICLE ONE:** The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Director of the said Department of Safety and Homeland Security and become hereby a part of this contract.

**ARTICLE TWO:** It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Director and that the Director decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

**ARTICLE THREE:** If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of Department of Safety and Homeland Security, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Director shall be of the opinion and shall certify in writing to Department of Safety and Homeland Security that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, Department of Safety and Homeland Security may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as

Department of Safety and Homeland Security may designate and Department of Safety and Homeland Security may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

All costs and charges that may be incurred under this article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract, or any part thereof; and in such accounting Department of Safety and Homeland Security shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to Department of Safety and Homeland Security for the completion of the work.

**ARTICLE FOUR:** It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

**IN WITNESS WHEREOF:** the said parties to these presents have duly executed this agreement in triplicate the day and year written below:

**SIGNED, SEALED AND DELIVERED IN  
IN THE PRESENCE OF**

Alcatel-Lucent USA Inc.  
Name of Contractor

By: \_\_\_\_\_

Witness

Title: Senior Manager

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

**ATTEST:**

**SEAL**

**STEPHANIE YOUNG**  
Notary Public, State of Delaware  
My Commission Expires Upon Office

Lewis Schiliro  
Secretary *Deputy of*



State of Delaware  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
Public Safety Building, Suite 220  
P.O. BOX 818  
DOVER, DELAWARE 19903-0818  
302-744-2680

The Honorable Jack A. Markell  
Governor

Lewis D. Schifiro  
Secretary

November 7, 2011

Alcatel-Lucent USA Inc  
3400 West Plano Pwky.  
Plano, TX 75075

Attention: John Garcia, Director of Contract Management

Dear Mr. Garcia:

Enclosed are three (3) copies of Addendum No. 1 to Contract No. SHS-11-012-InBldgComE, between Alcatel-Lucent USA Inc. and the Department of Safety and Homeland Security for the Division of Communications. This addendum corrects the effective date of the contract. These must be executed by you and notarized. All copies are to be returned to the following address where they will be executed on behalf of the Department of Safety and Homeland Security. We request that you return them by an express delivery service instead of through the regular mail because the U.S. Postal Service does not deliver to our street address and does not provide adequate tracking. Or you may hand deliver them to the following address, if you prefer.

Department of Safety and Homeland Security  
Attention Central Fiscal Office, Suite 220  
303 Transportation Circle  
Dover, DE 19901

Very truly yours,

Gary H. Lewis  
Controller  
Dept. of Safety & Homeland Security

GHL/sy  
Enclosures (3)  
cc: Tom Kadunce



State of Delaware  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
Public Safety Building, Suite 220  
P.O. BOX 818  
DOVER, DELAWARE 19903-0818  
302-744-2680

The Honorable Jack A. Markell  
Governor

Lewis D. Schiliro  
Secretary

November 18, 2011

Alcatel-Lucent USA Inc.  
3400 West Plano Pwky  
Plano, TX 75075

Attention: John Garcia, Director of Contract Management

Dear Mr. Garcia:

Enclosed is one completed (1) copy of the Addendum No. 1 to Contract No. SHS-11-012-InBldgComE, In-Building Communications Enhancement for the State of Delaware, Department of Safety and Homeland Security for the Division of Communications.

Very truly yours,

Gary H. Lewis  
Controller  
Department of Safety and Homeland Security

GHL/sy  
Enclosures (1)  
cc: Tom Kadunce


Amendment # 1 to Contract # SHS-11-012-InBldgComeE

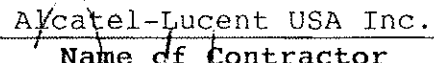
On November 7, 2011 the above contract was amended to correct date of the contract from October 19, 2012 to October 19, 2011.

IN WITNESS WHEREOF, the said parties to these presents have duly executed this agreement in triplicate the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Corporate Seal

  
Witness

  
Name of Contractor

By: \_\_\_\_\_

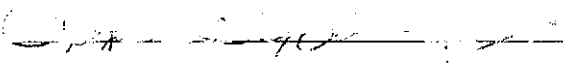
Title: \_\_\_\_\_

*Senior Manager*

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

SEAL

ATTEST:

  
Secretary

STEPHANIE YOUNG  
Notary Public, State of Delaware  
My Commission Expires Upon Office

Lewis Schiliro